

Valley CSD	Educ. Support Personnel Assn. (Mixed)	7/1/2005	6/30/2008
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MASTER AGREEMENT

BETWEEN THE

VALLEY EDUCATION SUPPORT
PERSONNEL ASSOCIATION

AND

THE VALLEY COMMUNITY
SCHOOL DISTRICT

2005-2008

PREAMBLE

**THE BOARD OF EDUCATION OF THE VALLEY COMMUNITY SCHOOL
AND THE VALLEY EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION HAVE AGREED TO NEGOTIATE IN GOOD FAITH,
AND; WHEREAS, THE PARTIES HAVE REACHED CERTAIN
UNDERSTANDINGS WHICH THEY DESIRE TO CONFIRM IN THIS
AGREEMENT, IT IS AGREED TO AS FOLLOWS:**

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**ARTICLE I
GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. **GRIEVANCE.** A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.
2. A grievant is the person or persons or the association initiating a grievance.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise, affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. **LEVEL 1 - PRINCIPAL (INFORMAL).** A person with a complaint shall first discuss it with his/her principal or supervisor personally with the objective of resolving the matter informally.
2. **LEVEL 2 - PRINCIPAL (FORMAL).** If, as a result of the informal discussion with the principal/supervisor, a complaint is not resolved, the grievant may invoke the formal grievance procedure by filing a grievance. A grievance form shall be delivered to the principal or supervisor. The grievance shall be signed and shall include a statement of the specific section or sections of the contract deemed violated, the date of the occurrence which gave rise to the grievance, the remedy requested, and the grievance shall be signed. The filing of the formal written grievance at the second step must be within twenty (20) working days from the date of the occurrence of the event giving rise to the grievance. The principal/supervisor will respond to the grievant within ten (10) working days of receipt of the grievance.

ARTICLE I (continued)

3. **LEVEL 3 - SUPERINTENDENT.** If the principal/supervisor denies the grievance or fails to respond to the formal written grievance within the time lines, the grievant may appeal to LEVEL 3. The grievant must file the grievance within five (5) working days of receipt of the principal's/supervisor's response or from the end of the principal's/supervisor's response period, whichever is sooner. Within ten (10) working days of receipt of the grievance, the superintendent or his designee shall respond to the grievance in writing and communicate same to the grievant. The superintendent or his designee may call a conference regarding the grievance at his discretion. If the grievant is not satisfied with the disposition by the superintendent or his designee, or if no disposition is made within ten (10) working days from receipt of the grievance, the aggrieved person may transmit the grievance to the Board of Education by filing a written copy thereof with the Board Secretary and the Superintendent.

The grievant or the Superintendent may elect to bypass the Board and proceed directly to LEVEL 5.

4. **LEVEL 4 - BOARD OF EDUCATION.** The Board, no later than its regular meeting, shall meet with the grievant. Disposition of the grievance shall be made in writing by the Board no later than ten (10) working days after said meeting. A copy of the written disposition will be furnished to the grievant.
5. **LEVEL 5 - ARBITRATION.** Within ten (10) working days from receipt of the Superintendent's response or Board response, as applicable, or from the end of the response periods, whichever is sooner, the aggrieved person and the Association may submit an unresolved grievance to arbitration by filing written notice with the Board through the Superintendent of intent to submit the unresolved grievance to arbitration. The Board and the Association may attempt to mutually agree upon an arbitrator within five (5) working days from submission to arbitration, a written request for a list of arbitrators shall be made to the Public Employment Relations shall submit a list of seven (7) potential arbitrators and the moving party shall strike the first name from the list. The parties shall each remove additional names in alternative strikes until one (1) name remains.

ARTICLE I (continued)

The arbitrator so selected shall communicate with the representatives of the parties and hold a hearing and issue a decision promptly thereafter. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning conclusions on the issues submitted. The arbitrator, in his opinion, shall not amend, modify, ignore or add to the provision of this agreement. His authority shall be limited to deciding only the issue or issues presented to him and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the agreement. The decision of the arbitrator shall be final and binding on the parties. Expenses for the arbitrator's services shall be borne equally by the School District and the Association.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. A grievant may be represented at any level beginning with Level 2 by a representative of his own choosing.
2. **REPRISALS.** No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reasons of such participation.

E. MISCELLANEOUS

1. **MULTIPLE GRIEVANCES.** If the grievance affects multiple employees, all employees affected must sign the initial grievance, and a representative grievant may process the grievance through the grievance procedure on behalf of the group.
2. **TIME LIMITS.** The failure of the employee to act on a grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits, shall permit the grievant to proceed to the next step. Time limits, however, may be extended by mutual agreement.
3. **NO INTERFERENCE WITH INSTRUCTION PROGRAM.** It is agreed that any investigation or other handling or processing or any grievance by any employee or the Association shall be conducted so as to result in no interference with the instructional program or the related work activities of the grievant or other employees or students in the District.

ARTICLE I (continued)

- 4. SEPARATE GRIEVANCE FILE.** All grievance processing documents shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. One grievance file will house all grievances.
- 5. MEETINGS AND HEARINGS.** All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.
- 6. FORMS FOR FILING GRIEVANCE.** Forms for filing grievances and other necessary documents will be jointly prepared by the Superintendent or his designee and the Association and will be reproduced and given appropriate distribution by the Superintendent or his designee so as to facilitate operation of the grievance procedure.

ARTICLE II WAGES

A. HIRING BASE

- 1. See attached Wage Rates, Page 20**

B. METHOD OF PAYMENT

- 1. PAY PERIODS.** Each nine (9) month employee has the option of being paid in ten or twelve equal installments on the 20th of each month. Each twelve (12) month employee shall be paid in twelve (12) equal installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular school days. If the 20th falls on a Friday, Saturday, Sunday payment shall be on the preceding Thursday. When a pay day falls on a school holiday, vacation or bank holiday that prevents direct deposit, employees shall receive their paychecks on the last previous workday. Each monthly pay period shall end no earlier than the third Saturday preceding the check distribution date.
- 2. DIRECT DEPOSIT.** If direct deposit is available from the District's financial institution, employees shall be given the option of having their monthly paycheck direct deposited to their bank account at no cost to the employee.

ARTICLE II (continued)

- C. 1. EARLY DISMISSAL.** When school is dismissed early for any reason, hourly employees shall be entitled to their regular pay for hours approved and worked following the early dismissal.
- 2. SCHOOL STARTS LATE OR IS CANCELED.** When school starts late or is canceled due to weather or other unscheduled situations, employees who do not receive reasonable notification of the late start or cancellation prior to scheduled beginning time shall be paid for two hours or the number of hours worked, whichever is greater. When reasonable notification of late start or cancellation has been given prior to the time an employee is scheduled for work, no compensation under this paragraph shall be accorded (except for assigned staff, who shall be paid for time worked by assignment).

D. OVERTIME PAYMENT

- 1. Employees shall receive overtime payments as mandated by law.**

E. CONTRACT APPROVAL

As of an employee's initial contract approval by the board, all salary and pro-rated leaves shall be applicable to the employee. The employee may request their salary and leaves be retroactive to an earlier date if unusual circumstances exist. This request must be made before the board approves their initial contract.

- F. NIGHT SHIFT CUSTODIAN.** Any custodian assigned hours after 6:00 p.m. shall receive an additional twenty (20) cents per hour for those hours.

- G. HIRING.** New hire employees with comparable school work experience may be given an additional ten (10) cents per hour for each year of comparable experience, not to exceed three (3) years.

- H. CERTIFIED INSTRUCTIONAL AIDES.** Instructional aides with state certification shall receive an additional twenty (20) cents added to their normal hourly wage. The increase will take place on the date that proof of certification is provided.

- I. FOOD SERVICE / COOKS.** Cooks that have completed a food service certification course and have proof of this completion will receive an additional ten (10) cents to their normal hourly wage. The increase will take place on the date that proof of certification is provided.

**ARTICLE III
SUPPLEMENTAL PAY**

- A. EXPENSE REIMBURSEMENT.** See ARTICLE VIII: Temporary Leaves. Section E.
- B. IN-SERVICE PAY.** Bus drivers attending bus inspections, in-service, or meetings required by the District shall be paid at the same rate as activity trips. Other employees attending in-service or meetings approved by the District shall be paid at their normal hourly rate for attendance. Travel time will be paid to the driver when required by law. All necessary fees and other expenses related to the in-service or meeting shall be paid according to Board policy. This excludes payment for attending classes required to obtain or maintain an employee's CDL or other certification.

**ARTICLE IV
TRANSPORTATION**

- A. COVERAGE.** Bus driver employees only.
- B. ASSIGNMENT OF ACTIVITY TRIPS.** The assignment of activity trips will be made on a rotating basis utilizing an alphabetical list of regular and substitute drivers who sign up for such trips. The schedule of activity trips will be assigned at the beginning of each activity season. Each driver will be given a list of trips scheduled and the necessary trip authorization forms and driver report forms for each trip the driver is assigned to. These lists and forms will be given to the drivers as soon as they can be prepared by those assigned to do so. The driver accepting the trip/trips will be responsible to obtain a substitute driver if they are unable to drive the scheduled activity trip.

Special out of area trips will be assigned as soon as possible following Board or administration approval. An alphabetical list of willing regular and substitute drivers will be rotated to determine the assignment of special out of area trips. Drivers who refuse such trips will automatically go to the bottom of the list. Drivers who are unavailable at the time of contact will be passed over but will retain their place for future assignments.

ARTICLE IV (continued)

C. REIMBURSEMENT OF ACTIVITY TRIPS.

1. Activity trip drivers shall be reimbursed Seven dollars (\$7.00) per hour for 2005-06, Seven dollars and fifty cents (\$7.50) per hour for 2006-07, and Eight dollars (\$8.00) per hour for 2007-08. Bus drivers who drive activity trips will be paid for the amount of time spent in attendance at the activity at the same rate specified in this section, except when the activity requires less than two hours, in which case the activity trip driver will be paid for a minimum of two (2) hours. The two-hour minimum will not apply to activity trips that take place before or after the driver's regular route. In those cases, the driver will be paid for actual time worked for the activity trip.

The minimum two hours of pay for activity trips does not apply to in-service training.

In the event an activity trip driver is not required to stay at an activity lasting over four hours of time, the driver may leave and return for students at the end of the activity. In this case, the activity driver will be reimbursed for a minimum of two (2) hours each for the delivery trip and for the return trip.

2. (Late Bus) After school activity bus drivers shall be paid Eleven dollars (\$11.00) per trip for 2005-06, Eleven dollars and fifty cents (\$11.50) per trip for 2006-07, and Twelve dollars (\$12.00) per trip for 2007-08.

- D. **HANDICAPPED ACCESSIBLE BUS:** The bus driver regularly assigned to the handicapped accessible bus shall receive an additional sixty dollars (\$60.00) per month.
- E. **LOADED BUS MILES.** Reimbursement of loaded miles shall be eight dollars (\$8.00) per mile in excess of fifteen miles.

ARTICLE V VACATION

- A. Full-time annual employees (forty (40) hours per week and twelve (12) months per year) shall be accorded vacation according to the following schedule and as scheduled with superintendent's approval.
1. Full-time annual employees who completed one (1) year of service shall receive two (2) weeks of paid vacation. Employees who have completed seven (7) years of service shall receive three (3) weeks of paid vacation. Employees who have completed fifteen (15) years of service shall receive four (4) weeks of paid vacation.

ARTICLE V (continued)

- 2. Full-time annual employees' vacations must be scheduled with superintendent's approval within the twelve (12) month period following the employee's anniversary date, and vacation time may not accrue unless specifically approved by the Superintendent.**

ARTICLE VI HOLIDAYS

All half-time or more employees shall receive the following paid holidays: Labor Day, Thanksgiving, Christmas, New Year's and Memorial Day.

In addition each full-time annual (forty (40) hours or more per week and twelve (12) months per year) employee shall receive one additional paid holiday, July 4th.

ARTICLE VII SICK LEAVE

- A. ACCUMULATIVE BENEFITS. All employees shall be entitled to fifteen (15) sick leave days for personal illness or injury or other medically related disability each school year. A new employee must report to work before receiving credit for sick leave in the initial year of service. Unused sick leave days may be accumulated from year to year to a maximum of one hundred thirty-five (135) days inclusive of any yearly entitlement. Each employee shall receive their sick leave card at the end of the school year, enabling them to verify their sick leave and personal leave days and accumulated sick leave. When less than a full day is taken for sick leave, a minimum of two hours will be deducted. Once the minimum hours are deducted, hours deducted thereafter will then be rounded to the next one (1) hour increment.**
- B. JOB RELATED ILLNESS OR INJURY. Worker's Compensation/Sick Leave interplay will be administered according to law.**
- C. EXTENDED SICK LEAVE. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence, without pay, but with payment of health insurance premiums up to the end of the current work year. The Board will review an employee's status upon application for renewal, and if granted, the leave will be without pay but with payment of health insurance premiums if the insurance carrier agrees.**

**ARTICLE VIII
TEMPORARY LEAVES OF ABSENCE**

- A. PERSONAL LEAVE.** At the beginning of every school year, each employee shall be credited with two (2) accumulative days to be used for personal business. An employee may accumulate up to four (4) personal days. Personal leave is to be used in a minimum of 1/2-day increments, unless the employee's balance is less than 1/2 day. Personal leave for hourly employees will be awarded and charged on an hourly basis. Employees will be charged only for the hours they have been paid for if the personal leave was taken on a day that school was canceled due to an emergency.
- B. JURY DUTY.** An employee called for jury duty during work hours shall be provided such time with pay. Any fees or remuneration the employee receives for jury service shall be turned over to the school district.
- C. BEREAVEMENT.** Up to five (5) days of leave shall be granted in the event of the death of an employee's spouse, child, parent, brother, or sister. Up to three (3) days of leave shall be granted in the event of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, or daughter-in-law. Up to one (1) day of leave shall be granted in the event of the death of an employee's uncle, aunt, first cousin, nephew, or niece. (Includes in-laws). A second day will be granted if distance requires additional time. Up to one (1) day of leave will be granted to attend the funeral of a friend or distant relative. This leave is for each occasion and is not accumulative. Days used will not be charged against sick leave. Additional days will be classified as personal leave or unpaid.
- D. ILLNESS IN THE FAMILY.** Up to a total of twelve (12) days of leave per school year may be granted in the event of illness of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild and other members of the immediate household. Employee use of this leave, while limited to twelve (12) days, need not be consecutive. The employee shall lose one (1) sick day for each day taken under this leave. Use of Illness in the Family leave days shall not exceed the number of sick leave days provided to the employee by the Master Agreement. When less than a full day is taken for Illness in the Family Leave, a minimum of two (2) hours will be deducted. Once the minimum hours are deducted, hours deducted thereafter will then be rounded to the next one (1) hour increment.
- E. JOB IMPROVEMENT LEAVE.** Employees may request to attend in-services and/or meetings related to their work area. Such request shall be made to the Superintendent, and, if approved, the employee shall be granted the leave with pay. This is not subject to the grievance procedure.

ARTICLE VIII (continued)

- F. ASSOCIATION LEAVE.** The sum total of no more than four (4) days shall be granted to the Association, to be made available to its representatives, with pay to enable them to attend conferences, conventions or other activities of the state and national affiliated organizations of the Association.

It is agreed that negotiations, grievance procedures, conferences, or meetings shall not be held during regular school hours. In the event that some outside authority such as mediator, fact-finder, or arbitrator requires that such procedure be held during school hours, any representatives of the association participating in such proceedings shall suffer no loss in pay or other benefits.

- G. GOOD CAUSE LEAVE.** Upon exhaustion of personal leave, other temporary leaves of absence, with pay, may be granted by the superintendent for good reason. This leave is not subject to the grievance procedure.

- H. UNPAID LEAVE.** Other temporary leaves of absence without pay may be granted by the superintendent for good reason.

A request for such leave shall be submitted in writing by the employee. The reply shall be submitted in writing.

This item (Item H: Unpaid Leave) shall not be subject to the grievance procedure.

- I. FAMILY MEDICAL LEAVE ACT.** Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions set forth in the Act. This reference shall not diminish any leave or benefits presently contained in the Agreement.

ARTICLE IX EXTENDED LEAVES OF ABSENCE

- A. MEDICAL DISABILITY.** Except as hereafter modified, all policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to an employee receiving medical disability leave. Sick leave benefits for medical disability to the extent of an employee's accumulated sick leave shall be paid only during the time of medical confinement, which shall be the time indicated for termination and recommencement of duties as hereinafter provided.

If an employee plans to return to work following medical disability, he/she shall report to work within fifteen (15) school days of the day of discharge from the hospital unless such resumption of duties is medically contradicted.

A leave of absence beyond the time of medical confinement for medical disability shall be granted without salary or sick leave benefits, for a period not to exceed one year.

In case of adoption of child these policies shall apply where applicable.

- B. ASSOCIATION LEAVE OF ABSENCE.** Upon the following condition, any employee covered by this contract and elected as full-time officer of the state and/or national association affiliates shall, upon written request to the Board of Education, be granted an unpaid leave of absence not to exceed one (1) year in duration for the purpose of discharging the duties of such office.
- C. PUBLIC OFFICE.** A leave of absence without pay and benefits not to exceed two (2) years shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office. Any leave taken for serving in public office shall be taken on a school calendar year basis. By February 1 of the leave year, the employee shall notify the Board of Education whether or not he/she will return. The employee shall have the option of continuing his/her health insurance benefits at his/her own expense if the carrier regulations permit.

ARTICLE X PAYROLL DEDUCTIONS

- A.** Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for union dues, tax sheltered annuities (subject to IRS regulations), group insurances payable under this agreement, and any other plans or programs jointly approved by VESPA and the Board.

ARTICLE X (continued)

B. DUES DEDUCTION

1. **AUTHORIZATION.** Any employee who is a member of the Association who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues. The form of assignment shall be as determined by the Board.
2. **REGULAR DEDUCTION.** The Board shall make monthly deductions, commencing with the September payroll and continuing through May, in equal amounts as specified in such authorization provided the Board has been provided with such authorization by September 5.
3. **PRORATED DEDUCTION.** Employees who begin dues deduction after September 5 shall have the total dues prorated, in equal amounts as specified, on the basis of the remaining months through May provided the Board has been provided with such authorization at least twenty (20) school days prior to a monthly scheduled salary payment.
4. **DURATION.** An employee's dues may be checked off only upon the employee's written request, and the employee may terminate the dues deduction at any time by giving thirty (30) days written notice to the Board and the Association.
5. **TRANSMISSION OF DUES.** The Board shall remit to the Association the total monthly deduction for Association dues within twenty (20) school days following each regular pay period.
6. **ASSOCIATION RESPONSIBILITY.** It shall be the responsibility of the Association to inform its members of the procedures for payroll deductions and distribute the approved forms for same.
7. **HOLD HARMLESS CLAUSE.** The Association and each individual employee agrees to indemnify and harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

**ARTICLE XI
STAFF REDUCTION**

- A. PROCEDURE.** When employees must be reduced in whole or part for reasons deemed appropriate by the Board, the following procedure shall determine the order of reduction.
- 1. Attrition within staff reduction categories, i.e. normal turnover due to retirement, resignation, etc. will first be utilized.**
 - 2. Seniority shall next be utilized.**
 - 3. The above criteria shall be applied within staff reduction categories to include: bus drivers, custodians, library aides, instructional aides, clerical aides, special needs aides, secretaries, and food service.**
- B. CONSIDERATION FOR RE-EMPLOYMENT.** Any laid off employee shall be considered for re-hire for a period of two (2) years from the effective date of layoff, provided the employee supplies the superintendent with notice of intention to seek re-employment and keeps the superintendent apprised of the phone number and current mailing address of the laid off employee. Should a vacancy occur within the period for reconsideration, employees on lay-off shall be recalled in reverse order of lay-off with the most senior employee being recalled first.
- C. SENIORITY DEFINITION AND ACCUMULATION.** For employees hired prior to July 1, 1999, seniority shall be defined as length of continuous service with the Valley Community School District from the date of initial contract signature. For employees hired after July 1, 1999, an employee's seniority will begin with board approval of his/her initial employment contract. The employee may request his/her seniority be retroactive to an earlier date if unusual circumstances exist. This request must be made before the board approves his/her initial contract. A year of service consists of employment in the Valley Community School District for at least ninety (90) consecutive workdays or more in any one (1) school year. An employee will retain his/her seniority if he/she is involuntarily transferred into a new job classification by the administration. If an employee voluntarily transfers into a new job classification, his/her seniority will be lost. For purposes of this paragraph, job classifications shall be defined identically to staff reduction categories under this article. Employees voluntarily leaving their employment sever seniority upon leaving, and shall recommence accrual upon return.
- D. SENIORITY LIST.** The District shall post a seniority list in all buildings in a conspicuous place each year on or before the 1st day of October.
- E. NOTIFICATION.** Employees will be notified fifteen (15) days prior to layoff.

ARTICLE XII EVALUATION

A. If an employee is evaluated, then the following procedures shall apply:

- 1. CONFERENCE AND COPY.** A copy of a written evaluation shall be given between the employee after it is prepared, and a conference shall be held between the employee and the employee's principal or supervisor within ten (10) days following preparation of the evaluation. The employee will sign the original evaluation to acknowledge awareness of the content of the evaluation but not imply agreement with the evaluation.
- 2. RESPONSE.** If the employee feels his written evaluation is incomplete, inaccurate or unjust, he may put his objections in writing and have them attached to the evaluation report within ten (10) days of receipt of a copy of the written evaluation.
- 3. PAST EVALUATIONS.** In any proceedings in which the District attempt to use past evaluations to justify adverse action taken against an employee, including such adverse actions as suspension, termination, layoff, placement on probation, etc., the employee or the exclusive bargaining representative may challenge the fairness and accuracy of such past evaluation.

All timeliness as they pertain to filing a grievance are hereby waived in regards to challenging past evaluations once adverse action is taken by the District.

- 4. PERSONNEL FILE REVIEW.** Each employee shall have the right to review the contents of his/her personnel file at reasonable times in the company of his/her principal or supervisor.

ARTICLE XIII VOLUNTARY TRANSFERS

A. DEFINITIONS

- 1. TRANSFER.** The movement of an employee from one (1) job classification to another job classification shall be considered a transfer. For purposes of the transfer articles only, job classifications shall be defined as Food Service, Instructional Aides, Clerical Aides, Special Needs Aides and Library Aides, Secretaries, Bus Drivers, and Custodians.
- 2. VACANCY.** A vacancy is an open position as defined by the employer which the employer desires to permanently fill. Such a position may be eliminated or restructured at the discretion of the employer.

ARTICLE XIII (continued)

B. NOTIFICATION OF VACANCIES

1. **DATE.** The superintendent shall post in all buildings in a conspicuous place a list of vacancies which occur during the school year and for the following school year upon knowledge of said vacancies.
2. **FILING REQUESTS.** Employees who desire a transfer may file a written statement of such desire with the superintendent on or before May 15th of each year. Such statement shall include the job classification to which the employee desires to be transferred.
3. **POSTING OF JOB ASSIGNMENTS.** Not later than May 15th, the superintendent shall post in all buildings in a conspicuous place a tentative system-wide schedule showing the classification, bus route, and building assignments for the forthcoming year for all employees.

- C. **PROCEDURE.** Only employees who have prefiled a request for transfer shall be considered for transfers occurring during the subsequent summer and the ensuing school year. All transfer requests are good for one (1) year only. Any employee transferred shall be disallowed from subsequently transferring again within the same year. In the determination of requests for voluntary transfer between multiple voluntary transferees, the District will first consider the qualifications of the voluntary transferee for the job vacancy, and cases where qualifications are substantially equal, the most senior employee will be granted the position.

ARTICLE XIV INVOLUNTARY TRANSFERS

A. DEFINITIONS

1. **TRANSFER.** Defined as per Article XIII. A. (1).
2. **VACANCY.** Defined as per Article XIII. A. (2).

- B. **NOTICE.** Notice of involuntary transfer will be given in writing to employees as soon as practical.

- C. **MEETING.** If requested, an involuntarily transferred employee will be granted a meeting with the superintendent to discuss the reasons for the involuntary transfer. The transfer must not be for arbitrary or capricious reasons.

ARTICLE XV EMPLOYEE HOURS

- A. Normal hours for bargaining unit members shall be designated in individual contracts or work agreements.**
- B. Employees who work an eight (8) hour day shall be entitled to a fifteen (15) minute break for each four (4) hours worked. Eight (8) hour employees may combine their two fifteen (15) minute breaks for a thirty (30) minute break with approval of the immediate supervisor.**

Employees who work more than a six (6) hour day, but less than eight (8) hours per day shall be entitled to two (2) ten (10) minute breaks or one (1) twenty (20) minute break with approval of the immediate supervisor.

Eight hour employees whose work assignments allow, may skip their breaks on Fridays and leave at the end of classes, with approval of the immediate supervisor.

XVI SEPARABILITY

- A. SEPARABILITY. If any article, section or clause of this agreement be declared illegal by a court or competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections or clauses shall remain in full force and effect.**
- B. PRINTING. Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format, within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed and hereafter employed. The Board shall also provide the Association with ten (10) additional copies.**

ARTICLE XVII INSURANCES

- A. TYPES. The Board agrees to provide all employees covered by this article the following insurance protection.**
 - 1. HEALTH AND MAJOR MEDICAL. The Board shall provide health and major medical insurance coverage for the employees covered by this article, subject to the acceptance of the employee by the insurance carrier. The premium for this coverage will be paid by the Board and Employee as set forth below. The Board shall not be required to obtain insurance coverage for an employee not accepted for coverage by the insurance carrier. However, the Board shall contribute to a health and major medical program obtained by such an employee for his/her own coverage, a sum equal to the amount contributed to covered employees.**

ARTICLE XVII (continued)

Any change in the program coverage shall be made by mutual agreement of the parties.

The Board shall enter into a Section 125 Plan for insurance coverage and shall contribute the sum of Three Hundred Seventy Dollars (\$370) per month per employee to the Plan for 2005-06. The amount to be contributed during 2006-07 and 2007-08 will be determined by the parties and shall be within the negotiated package increase. Anyone employed three-fourths (3/4) time or greater shall be required to take single coverage under this plan if accepted by the insurance carrier. The balance of the Board contribution after payment of the single coverage, if any, shall be available to the employee to choose among other benefits in the Section 125 Plan. For this item only, anyone employed for three-fourths (3/4) time or more shall be considered a full-time employee and shall receive the same insurance benefit per month as full time employees receive. Anyone employed for fifty percent (50%) or more shall receive an amount equal to the percentage at which the individual is employed.

Any portion of the employee or dependency coverage which is not paid by the Board is to be paid by the employee and deducted from the monthly compensation for services.

Any change in tax laws concerning Section 125 by the Internal Revenue Service shall not change the Board's obligations under this contract.

- 2. SCHOOL LIABILITY. All employees shall be covered by a school financed liability insurance covering job-related performance of duties.**

B. COVERAGE

- 1. The Board provided insurance programs shall be for twelve (12) consecutive months. Employees new to the district shall be covered by Board provided insurance no later than one (1) month after initial employment.**

C. DESCRIPTIONS

- 1. The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year, which shall include a description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.**

ARTICLE XVII (continued)

D. ENROLLMENT PERIODS

1. The open enrollment period shall be established by the insurance carrier and the District.

ARTICLE XVIII ASSOCIATION RIGHTS

- A. **COMMUNICATIONS.** The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. The Association and unit members may use the district mail service and employee mailboxes for communication provided the building principals receive a copy of all non-Association and non-educational materials disseminated through the mail boxes.
- B. **ACCESS TO MEMBERS.** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that such visits do not interfere with or interrupt whatsoever the instructional program and related work activities of the school program.

ARTICLE XIX SAFETY MATTERS

- A. **SAFE FACILITIES.** The Board recognizes its responsibility to provide safe facilities for all unit members to carry on the task of its educational program. In furtherance of the duty, the Board shall make every effort to comply with all state and federal regulations regarding safety. All unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their safety. Each unit member shall report to their building principal all unsafe facilities.
- B. **USE OF REASONABLE FORCE.** An employee may, within the scope of his employment and under the direction of the Board of Education, use and apply such amount of force as is reasonable, lawful, and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

ARTICLE XX
DURATION

This agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008. However, the parties will meet to determine the amount provided for insurances for 2006-07 and 2007-08 in Article XVII and the amounts for the 2006-07 and 2007-08 wage and benefit rates, to be within the negotiated package increase.

WAGE RATES (see p. 20)

SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this agreement to be signed by respective Presidents, attested by their respective chief negotiators, and their signatures and dates placed thereon.

VALLEY EDUCATION SUPPORT
PERSONNEL ASSOCIATION

BY Karen Ste Koehn 5-18-05
President Date

BY Jo Schneider 5/18/05
Chief Negotiator Date

VALLEY COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

BY Jan Burman 5/18/05
President Date

BY John A. Ward 5/14/05
Chief Negotiator Date

VALLEY COMMUNITY SCHOOL DISTRICT WAGE RATES

2005-2006 HIRING BASE

	SP NEEDS AIDE	FOOD SERVICE	CUSTODIAN	SECRETARY	OTHER AIDES	BUS DRIVER
FY 06	7.67	7.67	8.07	7.86	7.51	665.00

TRANSPORTATION DIRECTOR SHALL RECEIVE SAME AS ACTIVITY TRIP DRIVER PER HOUR FOR DUTIES IN ADDITION TO HIS/HER BUS DRIVING CONTRACT, AS ASSIGNED BY SUPERINTENDENT.

TRANSPORTATION: (Reference: Article IV TRANSPORTATION, C, D, & E.).

- ACTIVITY TRIP (FY06 \$7.00, FY07 \$7.50, FY08 \$8.00)
- LATE BUS (FY06 \$11.00, FY07 \$11.50, FY08 \$12.00)
- HANDICAPPED BUS—The bus driver regularly assigned to the handicapped accessible bus shall receive an additional sixty dollars (\$60.00) per month.
- LOADED BUS MILES—Reimbursement of loaded miles shall be eight dollars (\$8.00) per mile in excess of fifteen miles.

NIGHT SHIFT CUSTODIAN—ANY CUSTODIAN ASSIGNED HOURS AFTER 6:00 PM SHALL RECEIVE AN ADDITIONAL TWENTY CENTS (20¢) PER HOUR FOR THOSE HOURS. (Reference: Article II WAGES; F.).

APPROVED CERTIFIED EMPLOYEES:

- INSTRUCTIONAL AIDES—Instructional aides with state certification shall receive an additional twenty (20) cents added to their normal hourly wage. The increase will take place on the date that proof of certification is provided. (Reference: Article II WAGES, H.).
- FOOD SERVICE/COOKS—Cooks that have completed a food service certification course and have proof of this completion will receive an additional ten (10) cents to their normal hourly wage. The increase will take place on the date that proof of certification is provided. (Reference: Article II WAGES, I.).